Company Tracking Number: GRP-08-003

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: Group Disability Income Riders

Project Name/Number: 2008 Revision Riders for use with GDP100 Group DI Policy/GRP-08-003

## Filing at a Glance

Company: Boston Mutual Life Ins Co

Product Name: Group Disability Income Riders SERFF Tr Num: BSTN-125736794 State: ArkansasLH TOI: H11G Group Health - Disability Income SERFF Status: Closed State Tr Num: 39668

Sub-TOI: H11G.005 Combined Short Term and Co Tr Num: GRP-08-003 State Status: Approved-Closed

Long Term

Filing Type: Form Co Status: Reviewer(s): Rosalind Minor

Authors: Peggy Schwartz, Karen

Thurston

Date Submitted: 07/18/2008 Disposition Status: Approved-

Deemer Date:

Closed

Disposition Date: 07/21/2008

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

#### **General Information**

Project Name: 2008 Revision Riders for use with GDP100 Group DI Status of Filing in Domicile: Authorized

Policy

Project Number: GRP-08-003 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Massachusetts

does not require this product to be filed.

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Overall Rate Impact: Group Market Type: Other

Filing Status Changed: 07/21/2008 State Status Changed: 07/21/2008

Corresponding Filing Tracking Number:

Filing Description:

RE: NAIC # 61476 – FEIN # 04-1106240 Boston Mutual Life Insurance Company

**Group Disability Income Riders** 

Cobra Premium Disability Rider: GDP100-Cobra Premium Rider 5/08

Company Tracking Number: GRP-08-003

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: Group Disability Income Riders

Project Name/Number: 2008 Revision Riders for use with GDP100 Group DI Policy/GRP-08-003

Retirement Contribution Rider: GDP100-Retirement Contribution Rider 5/08

Special Conditions Rider: GDP100-Special conditions Limitations Rider 5/08

Supplemental Disability Benefit: GDP100-Supp. Dis. Benefit Rider 5/08

Vocational Rehabilitation Service: GDP100-Voc. Service & Benefit Rider 5/08

#### Company Tracking # GRP-08-003

Enclosed for your approval are five riders to be used with previously approved Group Disability Income policy GDP100. These riders are new forms and do not replace any existing forms.

Cobra Premium Disability Rider: GDP100-Cobra Premium Rider 5/08 is an optional benefit that will pay the premium due for health coverage under Cobra if the disabled person meets the requirements outlined in the rider.

Retirement Contribution Rider: GDP100-Retirement Contribution Rider 5/08 is an optional benefit that will pay an additional benefit equal to the disabled employee's pre-disability contribution to a 40lK plan. This benefit will be paid to the employer for deposit into the employee's retirement account.

Special Conditions Rider: GDP100-Special conditions Limitations Rider 5/08 lists certain "self-reported" conditions which will have a limited benefit period. The rider expands the coverage for these conditions if the disabled employee is confined in a hospital as outlined in the rider.

Supplemental Disability Benefit: GDP100-Supp. Dis. Benefit Rider 5/08 is an optional benefit that pays an additional supplemental disability benefit equal to a percentage of the disabled employee's monthly earnings if he or she is totally disabled and: cannot perform two or more of the listed Activities of Daily Living; or has a cognitive impairment; or has a terminal illness as defined in the rider.

Vocational Rehabilitation Service: GDP100-Voc. Service & Benefit Rider 5/08 is an optional benefit that offers three unique and separate optional benefits to a disabled employee who is eligible for rehabilitation: vocational rehabilitation services; and/or an additional benefit payment which is a percentage of the monthly benefits; and/or an additional benefit which will provide a per-determined benefit amount to reimburse the disabled employee for child or family care expenses incurred while the employee is receiving vocational rehabilitation services.

These forms do not contain any unusual or controversial items from normal company standards and are in compliance

Company Tracking Number: GRP-08-003

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: Group Disability Income Riders

Project Name/Number: 2008 Revision Riders for use with GDP100 Group DI Policy/GRP-08-003

with the laws and regulations of your state. They are written in readable language that meets your minimum Flesch score requirements. A certification of readability is enclosed in this filing.

Massachusetts, our domiciliary state, does not require the submittal of health filings as stated in Chapter 175, Section 110 of the Massachusetts General Laws.

## **Company and Contact**

#### **Filing Contact Information**

Karen Thurston, Legal/Compliance Analyst karen\_thurston@bostonmutual.com

Compliance Dept (781) 770-0430 [Phone]
Canton, MA 02021 (781) 770-0490[FAX]

**Filing Company Information** 

Boston Mutual Life Ins Co CoCode: 61476 State of Domicile: Massachusetts

120 Royall Street Group Code: 581 Company Type:
Canton, MA 02021 Group Name: State ID Number:

(781) 770-0423 ext. [Phone] FEIN Number: 04-1106240

-----

## **Filing Fees**

Fee Required? Yes
Fee Amount: \$100.00

Retaliatory? No

Fee Explanation: \$20.00 per form for each form related to and filed separately from the policy.

 $20.00 \times 5 \text{ forms} = 100.00$ 

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Boston Mutual Life Ins Co \$100.00 07/18/2008 21494406

Company Tracking Number: GRP-08-003

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: Group Disability Income Riders

Project Name/Number: 2008 Revision Riders for use with GDP100 Group DI Policy/GRP-08-003

## **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	07/21/2008	07/21/2008

Company Tracking Number: GRP-08-003

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: Group Disability Income Riders

Project Name/Number: 2008 Revision Riders for use with GDP100 Group DI Policy/GRP-08-003

## **Disposition**

Disposition Date: 07/21/2008

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: GRP-08-003

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: Group Disability Income Riders

Project Name/Number: 2008 Revision Riders for use with GDP100 Group DI Policy/GRP-08-003

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Actuarial Memorandum and related Group LTD Manual Premium Calculation	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Form	GDP100-Cobra Premium Rider 5/08	Approved-Closed	Yes
Form	GDP100-Retirement Contribution Rider 5/08	Approved-Closed	Yes
Form	GDP100-Special Conditions Limitation Rider 5/08	Approved-Closed	Yes
Form	GDP100-Supplemental Disability Benefit Rider 5/08	Approved-Closed	Yes
Form	GDP100-Vocational Rehabilitation Services and Benefit Rider 5/08	Approved-Closed	Yes

Company Tracking Number: GRP-08-003

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: Group Disability Income Riders

Project Name/Number: 2008 Revision Riders for use with GDP100 Group DI Policy/GRP-08-003

#### Form Schedule

**Lead Form Number:** GDP100

Review	Form	Form Type Form Name	Action	<b>Action Specific</b>	Readability	Attachment
Status	Number			Data		
Approved-	GDP100	Certificate GDP100-Cobra	Initial		51	GDP100Rider
Closed		Amendmen Premium Rider 5/08				Cobra.pdf
		t, Insert				
		Page,				
		Endorseme				
		nt or Rider				
Approved-	GDP100	Certificate GDP100-Retirement	Initial		60	GDP100Rider
Closed		Amendmen Contribution Rider				RetCont.pdf
		t, Insert 5/08				
		Page,				
		Endorseme nt or Rider				
Approved	CDD100		Initial		50	GDP100Rider
Approved- Closed	GDP100	Certificate GDP100-Special  Amendmen Conditions Limitation			52	SpecialCondL
Ciosea		t, Insert Rider 5/08	I			imit.pdf
		Page,				iiii.pui
		Endorseme				
		nt or Rider				
Approved-	GDP100	Certificate GDP100-	Initial		64	GDP100Rider
Closed		Amendmen Supplemental				SuppDis.pdf
		t, Insert Disability Benefit				
		Page, Rider 5/08				
		Endorseme				
		nt or Rider				
Approved-	GDP100	Certificate GDP100-Vocational	Initial		59	GDP100Rider
Closed		Amendmen Rehabilitation				VocRehabSer
		t, Insert Services and Benefit	t			vices.pdf
		Page, Rider 5/08				
		Endorseme				
		nt or Rider				

#### **COBRA PREMIUM DISABILITY RIDER**

All other provisions under this policy apply to this Rider unless modified in this Rider.

#### WHEN COBRA PREMIUM DISABILITY BENEFITS ARE PAYABLE

If **you** are disabled and receiving a **monthly benefit** under this policy, **you** will also receive a COBRA Premium Disability Benefit provided **you** meet all the following requirements:

- 1) You have been continuously disabled for the longer of:
  - a) the elimination period; or
  - b) 30 consecutive days;
- 2) Due to your sickness or injury, you are not working in any occupation;
- 3) You are receiving a monthly benefit under this policy;
- 4) Your employment with the Employer has terminated; and
- 5) You are paying premiums for COBRA Medical Coverage under the Employer's plan.

Benefits under this provision will begin the day after **you** satisfy all of the above requirements.

#### AMOUNT OF COBRA PREMIUM DISABILITY BENEFIT PAYMENT

We will pay you an additional monthly benefit, equal to the lesser of:

- the amount of the monthly premium you must pay for COBRA Medical Coverage for yourself, or
- 2) [\$100][\$200][\$300][\$400][\$500].

Your payment, as described above, will not be reduced by any deductible sources of income.

If **you** are eligible to receive this benefit for less than one (1) month, **we** will pay **you** 1/30th of the benefit for each day **you** are disabled.

You must submit proof, in a form acceptable to us, of COBRA Medical Coverage premiums that you are paying for your coverage only.

#### WHEN COBRA PREMIUM DISABILITY BENEFIT ENDS

The COBRA Premium Benefit will terminate the EARLIER of:

- 1) the date **you** are no longer receiving or are no longer eligible to receive a **monthly benefit** under this policy:
- 2) the date **you** are no longer disabled under the terms of the policy;
- 3) the end of the COBRA Medical Coverage period, not to exceed 18 months;
- 4) the last day of the period for which **you** qualify for **COBRA Medical Coverage**; or
- 5) the date you fail to give us the required proof that you are paying premiums for COBRA Medical Coverage.

**COBRA** means the federal Consolidated Omnibus Budget Reconciliation Act of 1985 and any subsequent amendments.

**COBRA MEDICAL COVERAGE** means the continuation of **Medical Coverage** under the **Employer's** plan as provided for under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

**MEDICAL COVERAGE** means coverage provided under the **Employer's** health or medical plan that pays for **your** medical, hospital or surgical expenses.

GDP100-Cobra Premium Rider 5/08

#### RETIREMENT CONTRIBUTION RIDER

All other provisions under this policy apply to this Rider unless modified in this Rider.

#### WILL WE PAY AN ADDITIONAL BENEFIT FOR YOUR [401(k)] CONTRIBUTIONS?

If you are disabled and qualify for a monthly payment from us and have participated in the employer's Retirement Benefit Plan for at least 3 months before you became disabled, then you may be eligible to receive an additional benefit.

This additional benefit will equal the amount you were contributing toward the Retirement Benefit Plan as of the date of your disability, but will not be more than [\_15\_] % of your pre-disability earnings, not to exceed the maximum allowable by law.

If you are disabled and working and earning between 20% through 80% of your predisability earnings, the benefit will be based on the percentage of income you are losing due to your disability according to the following steps:

Step 1: Subtract your disability earnings from pre-disability earnings.

Step 2: Divide the answer in Step 1 by your monthly earnings. This is your

percentage of lost earnings.

Step 3: Multiply your additional benefit by the percent of lost earnings determined

in Step 2.

We will pay this additional benefit to the employer for deposit into the Retirement Benefit Plan on your behalf. However, if your employer's Retirement Benefit Plan cannot accept the additional benefit you may have an alternative retirement savings plan, such as a flexible premium deferred annuity established and maintained by you to receive the additional benefit.

We will stop paying this benefit on the earlier of:

- the date you are no longer disabled; or
- the date you return to any employment; or
- the date you stop participating in the employer's Retirement Benefit Plan; or
- the date you stop receiving disability payments from us under this plan.

#### SPECIAL CONDTIONS LIMITATION RIDER

All other provisions under this policy apply to this Rider unless modified in this Rider.

#### SPECIAL CONDITIONS WILL HAVE A MAXIMUM PERIOD OF PAYMENT.

If you are disabled and meet the eligibility requirements of this contract, the [lifetime, cumulative] maximum period of payment for all disabilities due to special conditions is [12 or 24] months.

Only [12 or 24] months of benefits will be paid [for any combination of such disabilities] even if the disabilities:

- 1. are not continuous; and/or
- 2. are not related.

We will continue to send you payments beyond the [12 or 24] month period if you meet one or both of these conditions:

1. If you are confined to a hospital, health facility or institution at the end of the [12 or 24] month period, we will continue to send you payment(s) during your confinement.

If you are still disabled when you are discharged, we will send you payments(s) for a recovery period of up to 90 days.

If you become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, we will send payment(s) during that additional confinement and for one additional recovery period up to 90 more days.

2. In addition to item 1, if you continue to be disabled after the [12 or 24] month period, and subsequently become confined to a hospital, health facility, or institution for at least 14 days in a row, we will send payment(s) during the length of the reconfinement.

We will not make payments beyond the limited pay period as indicated above, or the maximum period of payment, whichever comes first.

#### **DEFINITIONS**

**Maximum Period of Payment** means the longest period of time we will make payments to you for any one period of disability.

**Hospital, Health Facility or Institution** means an accredited facility licensed to provide care and treatment for the condition causing your disability.

GDP100-Special Conditions Limitation Rider 5/08

#### **DEFINITIONS** (continued)

#### Special Conditions means:

- 1. Musculoskeletal and connective tissue disorders of the neck and back including any disease or disorder of the cervical, thoracic, and lumbosacral back and its surrounding soft tissue including sprains and strains of joints and adjacent muscles, **except**:
  - a) arthritis
  - b) herniated intervertebral discs;
  - c) scoliosis;
  - d) spinal fractures;
  - e) osteopathies;
  - f) spinal tumors, maliganancy or vascular malformations;
  - g) radiculopathies, documented by eletromyelogram;
  - h) spondylolisthesis, grade II or higher;
  - i) myelopathies and myelitis;
  - j) demyelinated disease;
  - k) traumatic spinal cord neurosis;
  - I) myofacial pain syndrome.
- 2. Chronic fatique syndrome;
- 3. Fibromyalgia;
- 4. Carpal tunnel syndrome, or
- 5. Environmental allergic illness, including but not limited to, sick building syndrome and multiple chemical sensitivity.

#### SUPPLEMENTAL DISABILITY BENEFIT

All other provisions under this policy apply to this Rider unless modified in this Rider.

We will pay you an additional supplemental disability Benefit equal to [10%] of your monthly earnings, not to exceed [\$3,000] per month, if you are unable to perform the material and substantial duties of your regular occupations due to your sickness or injury and you:

- 1. are continuously not able to perform two or more Activities of Daily Living (ADL) without stand-by help; or
- 2. have a cognitive impairment; or
- 3. have a terminal illness.

#### Material and substantial duties are the duties that:

- are normally required for the performance of the occupation;
- AND
- · cannot be reasonably omitted or changed.

#### Activities of daily living (ADL) means:

- bathing the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;
- dressing the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial limbs;
- toileting the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;
- transferring the ability to move in and out of a bed, chair or wheelchair with or without the assistance of equipment;
- mobility the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;
- eating the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment;
- continence the ability to voluntarily maintain control of bowel and/or bladder function or in the event of incontinence, the ability to maintain a reasonable level of personal hygiene.

ADLs you are not able to perform, without stand-by help, prior to the effective date of your coverage will not be covered.

Cognitive impairment means you have a deterioration or loss in intellectual capacity, resulting from injury, sickness, Alzheimer's disease or similar forms of irreversible dementia and you need another person's active help or verbal guidance for your own protection or for the protection of others. The deterioration or loss will be based on clinical evidence and/or clinical tests, according to generally accepted medical standards, that reliably measure your impairment. Cognitive impairments beginning prior to the effective date of your coverage will not be covered.

Terminal illness means a diagnosed illness that, according to generally accepted medical standards, is expected to result in death within six months.

Stand-by help means you must have hands-on (active) help from another person with all or most of the activity.

#### **VOCATIONAL REHABILITATION SERVICES and BENEFIT RIDER**

All other provisions under this policy apply to this Rider unless modified in this Rider.

If **you** are disabled and receiving monthly benefits under this policy, you are also eligible to receive benefits under this Vocational Rehabilitation Services Rider.

We have vocational rehabilitation services available to assist you in returning to work to the extent of your ability. We will review your disability claim to determine whether you are eligible for these services at our sole discretion. In order to be eligible for vocational rehabilitation services, you must be medically able to participate in a return to work plan.

Your claim file will be reviewed by a vocational rehabilitation professional to determine if rehabilitation services might help you return to gainful employment. As your file is reviewed, medical and vocational information will be analyzed to determine an appropriate return to work plan.

We will make the final determination of your eligibility for these services.

If we determine that vocational rehabilitation services are appropriate, we will provide you with a written vocational rehabilitation plan developed specifically for you.

The vocational rehabilitation plan may include at our sole discretion, but is not limited to, the following services:

- 1. coordination with your Employer to assist you to return to work;
- 2. evaluation of adaptive equipment or job accommodations to allow you to work;
- 3. evaluation of possible workplace modifications which might allow you to work in you regular occupation or another job or occupation;
- 4. vocational evaluation to determine how your disability may impact your employment options;
- 5. job replacement services, including resume preparation services and training in job-seeking skills;
- 6. alternative treatment plans such as recommendations for support groups, physical therapy, occupational therapy, or other treatment designed to enhance your ability to work.

#### **[OPTIONAL VOCATIONAL REHABILITATION BENEFIT**

If you are receiving monthly benefits under this policy, and you are participating in a vocational rehabilitation plan, you may be eligible for an additional Vocational Rehabilitation Benefit. We will pay an additional benefit of [5%] of your gross monthly payment to a maximum of [\$500] per month.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as deductible sources of income. However, the Total Benefit Cap will apply.

#### When Vocational Rehabilitation Benefits end.

Vocational rehabilitation Benefits will end on the earliest of the following dates:

- 1. The date we determine that you are no longer eligible to participate in a vocational rehabilitation plan:
- 2. the date you are no longer participating in a vocational rehabilitation plan;
- 3. any other date on which monthly payments would stop in accordance with the policy.]

#### [OPTIONAL CHILD/FAMILY MEMBER CARE EXPENSE BENEFIT

If you are receiving monthly payments under the policy and you are participating in a vocational rehabilitation plan, you may be eligible for an additional Child/Family Member Care Expense Benefit, if:

- 1. your employer has taken this option and
- 2. you are incurring expenses to provide care for a child under age [15] or a family member who needs personal care assistance.

Under this benefit, We will pay a Child/Family Member Care Expense Benefit of [\$350] per child or family member not to exceed a maximum of [\$1,000] per month.

The Child or Family Member Care Expense Benefit will end on the earliest of the following dates:

- 1. The date you are no longer incurring child or family member care expenses;
- 2. the date you are no longer participating in a vocational rehabilitation plan; [or
- 3. [after [24] months of] Child or Family Member Care Expense Benefits have been paid for each Child or Family Member] [or]
- 4. any other date on which monthly payments would stop in accordance with the policy.

To receive this benefit, you must provide satisfactory proof that you are incurring a child or family member care expense.

**Child or Family Member Care** means care or supervision of your child or family member and care is given by a licensed child-care center or a licensed caregiver who is not related to you by blood or marriage.

This benefit is not subject to provisions which would otherwise increase or reduce the benefit amount such as a deductible source of income. However, the Total Benefit Cap will apply.]

Company Tracking Number: GRP-08-003

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: Group Disability Income Riders

Project Name/Number: 2008 Revision Riders for use with GDP100 Group DI Policy/GRP-08-003

## **Rate Information**

Rate data does NOT apply to filing.

Company Tracking Number: GRP-08-003

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term

Product Name: Group Disability Income Riders

Project Name/Number: 2008 Revision Riders for use with GDP100 Group DI Policy/GRP-08-003

## **Supporting Document Schedules**

**Review Status:** 

Satisfied -Name: Certification/Notice Approved-Closed 07/21/2008

Comments:

Attached to this component is the Flesch Scores Certification for each Rider included in the filing and the Arkansas Specific Consumer Notice page.

Attachments:

GDP100Flesch Scores.pdf ARKconsumerNotice.pdf

**Review Status:** 

Satisfied -Name: Application Approved-Closed 07/21/2008

**Comments:** 

The five Riders included in this filing are for Policy GDP100 and Application GDP100-AP, both approved in Arkansas on 11/06/96.

Review Status:

Satisfied -Name: Actuarial Memorandum and related Approved-Closed 07/21/2008

**Group LTD Manual Premium** 

Calculation

**Comments:** 

Attached is the Actuarial Memorandum and the related Group LTD Manual Premium Calculation.

Attachments:

GDP100ActMemo.pdf

GDP100LTDmanpremcalc.pdf

**Review Status:** 

Satisfied -Name: Cover Letter Approved-Closed 07/21/2008

Comments:

Attached is the Cover Letter.

Attachment:

GDP100CoverLetter.pdf



I certify to the best of my knowledge and belief that these forms are in compliance with the NAIC Model Act regarding Simplified and Readable Life Insurance Policies and that the forms are printed in not less than 10 point type, one point leading.

I also certify that the Flesch scores for the form(s) contained in this submission are as indicated below.

FORM #	FLESCH SCORE
GDP100-Retirement Contribution Rider 5/08	60.12
GDP100-Special conditions Limitations Rider 5/08 GDP100-Cobra Premium Rider 5/08	51.95 50.63
GDP100-Supp. Dis. Benefit Rider 5/08	63.55
GDP100-Voc. Service & Benefit Rider 5/08	59.25

The total Flesch score for policy GDP100 with these riders attached is: 56.133

Richard J. Miller

Director, Contracts & Compliance

Richard J. Mille

Date: July 22, 2008

## **BOSTON MUTUAL LIFE INSURANCE COMPANY**

120 Royall Street Canton, MA 02021

If you have any questions or service requests, please call us at (800) 669-2668

If we at Boston Mutual Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department Consumer Service Division 1200 W. Third Street Little Rock, Arkansas 72201 (501) 371-2640 Phone (501) 371-2749 FAX (800) 852-5494

AR-CNR EARS3A

## Boston Mutual Life Insurance Company Group Long-Term Disability Policy Form GDP100 Actuarial Memorandum

#### Purpose

This actuarial memorandum has been prepared to support the filing of a rate revision for our Group Long-Term Disability product. The purpose of this rate filing is to demonstrate compliance with insurance regulations. It may not be appropriate for other purposes.

#### **Benefit Summary**

We are updating our LTD manual with the addition of 2 riders. These riders are common options available through most LTD policies. The cost for these additional riders is detailed in the attached addendum to our LTD Rate Manual.

#### Certification

I certify that to the best of my knowledge and judgment, this rate filing is in compliance with the applicable laws of this state and complies with Actuarial Standard of Practice No. 8. The benefits provided under this policy form are reasonable in relation to the premiums charged.

Tim Pelczar, ASA, MAAA

AVP & Actuary Disability RMS

Date: 6 - 16 - 2008

# **Boston Mutual Life Insurance Company**Group LTD Manual Premium Calculation

## F-19: COBRA Premium Benefit

Cobra Premium	<u>Factor</u>
<u>Benefit</u>	
No	1.00
Yes	1+.01*(Units of \$100)

## F-20: Family Care Benefit

Family Care Benefit	<u>Factor</u>
No	1.00
12 Month Benefit	1.02
24 Month Benefit	1.03



Peggy Schwartz, FLMI, ALHC, AIRC Filing Manager

July 18, 2008 VIA SERFF

RE: NAIC # 61476 – FEIN # 04-1106240

Boston Mutual Life Insurance Company

Group Disability Income Riders

Cobra Premium Disability Rider: GDP100-Cobra Premium Rider 5/08

Retirement Contribution Rider: GDP100-Retirement Contribution Rider 5/08
Special Conditions Rider: GDP100-Special conditions Limitations Rider 5/08

Supplemental Disability Benefit: GDP100-Supp. Dis. Benefit Rider 5/08 Vocational Rehabilitation Service: GDP100-Voc. Service & Benefit Rider 5/08

Company Tracking # GRP-08-003

Enclosed for your approval are five riders to be used with Group Disability Income policy GDP100 and application GDP100-AP, which were both approved in Arkansas on 11/06/96. These riders are new forms and do not replace any existing forms. Cobra Premium Disability Rider: GDP100-Cobra Premium Rider 5/08 is an optional benefit that will pay the premium due for health coverage under Cobra if the disabled person meets the requirements outlined in the rider.

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Special Conditions Rider: GDP100-Special conditions Limitations Rider 5/08 lists certain "self-reported" conditions which will have a limited benefit period. The rider expands the coverage for these conditions if the disabled employee is confined in a hospital as outlined in the rider.

Supplemental Disability Benefit: GDP100-Supp. Dis. Benefit Rider 5/08 is an optional benefit that pays an additional supplemental disability benefit equal to a percentage of the disabled employee's monthly earnings if he or she is totally disabled and: cannot perform two or more of the listed Activities of Daily Living; or has a cognitive impairment; or has a terminal illness as defined in the rider.

Vocational Rehabilitation Service: GDP100-Voc. Service & Benefit Rider 5/08 is an optional benefit that offers three unique and separate optional benefits to a disabled employee who is eligible for rehabilitation: vocational rehabilitation services; and/or an additional benefit payment which is a percentage of the monthly benefits; and/or an additional benefit which will provide a per-determined benefit amount to reimburse the disabled employee for child or family care expenses incurred while the employee is receiving vocational rehabilitation services.

These forms do not contain any unusual or controversial items from normal company standards and are in compliance with the laws and regulations of your state. They are written in readable language that meets your minimum Flesch score requirements. A certification of readability is enclosed in this filing.

Massachusetts, our domiciliary state, does not require the submittal of health filings as stated in Chapter 175, Section 110 of the Massachusetts General Laws.

Please contact me if you need further information.

Sincerely

Peggy Schwartz, FLMI, ALHC, AIRC

eggy Schwarf

(800) 669-2668 Ext 423 Fax: (781) 770- 0490

marguerite\_schwartz@bostonmutual.com